

REMARKS

Claim Rejections based upon Wren and further in view of Heusinkveld and further in view of Schuette and further in view of Osterman under 35 U.S.C. § 103(a)

The Examiner rejects Claims 30–31, 34–43, and 45–85 as being unpatentable over United States Patent No. 6,055,514 (Wren) in view of United States Patent Application Publication No. 2004/0218089 (Heusinkveld) and further in view of United States Patent No. 5,710,557 (Schuette) and further in view of United States Patent No. 4,188,985 (Osterman). In response, the Applicant respectfully submits that the Examiner has engaged in impermissible hindsight to combine the cited reference. The Examiner has failed to resist the “temptation to read into the prior art the teachings of the invention.” *Graham v. John Deere Co. of Kansas City*, 383 U.S. 1,36,86 S. Ct. 684, 15 L. Ed. 2d 545 (quoting *Monroe Auto Equipment Co. v. Heckethorn Mfg. & Supply Co.*, 332 F.2d 406, 412 (CA6 1964))). Applicant also submits that the references cited by the Examiner are incompatible, and, therefore, should not be combined. Furthermore, even the improper combination of the cited references fails to teach the claimed invention.

\* \* \*

Wren fails to show (i) access to customers seeking services on moveable serviceable items (ii) at a location that lacks capabilities to provide the services, and (iii) any motivation or teaching to combine a valet to receive custody of the movable serviceable item from the customer. As stated in the Amendment and Response of April 1, 2009, Wren teaches a system for facilitating transactions between central and remote facilities used to market, sell, finance and insure goods and services such as financial services. The Examiner states that Wren’s brief disclosure of “car, truck, boat and motorcycle dealerships, department stores, public locations such as shopping malls, auction houses, airports, grocery stores, and real estate offices” is sufficient to teach the service facility for moveable serviceable items of the present invention. Office Action, Pages 2 and 3. The Applicant respectfully submits that the Examiner stretches the Wren document too far when suggesting that the list of these places

would suggest services on “moveable serviceable items” at a location that cannot provide the services. Several places in Wren’s list of public places are dealerships that can provide the services; therefore, the dealerships of Wren are not relevant. For the remaining locations (department stores, public locations such as shopping malls, auction houses, airports, grocery stores, and real estate offices), Wren offers absolutely no disclosure that they would ever include any customer “seeking services on moveable serviceable items.” Accordingly, Wren never teaches, suggests, or motivates one to consider Wren’s disclosure regarding a service center for customers “seeking services on moveable serviceable items.” Wren is simply not relevant to the claims and should not be the primary reference when the Applicant recites moveable serviceable items changing custody.

Applicant respectfully submits that the portion of Wren cited by the Examiner has been taken wholly out of context. A proper reading of the disclosure shows that Wren’s “remote facility can be [a] retail sales facility, such as [a] car, truck, boat [or] motorcycle dealership[.]” Column 11, lines 40-42 (emphasis added). In this embodiment of Wren’s system, a customer accesses a system at the retail sales facility in order to contact the “central facility from which [the] customer wants assistance in facilitating a transaction.” Column 11, lines 44-45. From this complete reading of Wren, it is clear that the patent only applies to retail transactions—not service transactions. The customers applicable to Wren are those seeking monetary transactions and paperwork as opposed to tangible service on an item like a car.

Wren’s system for facilitating transactions is focused on the financial exchange related to purchasing items or services, whereas the service center of the present invention is directed to offering services on serviceable items. In this regard, Claims 30, 41, 55 and 69 recite a service center that manipulates an item at both ends (*i.e.*, the retail facility and the remote service facility). Wren’s system does not manipulate an item at all. For example, a customer using Wren’s system in a car dealership would access Wren’s system to secure financing to make a purchase, but the actual item would not be serviced. Furthermore, Wren’s system does not include or suggest any element for receiving custody of the moveable serviceable item from the customer. Applicants respectfully submit that the system and method disclosed

in the Wren reference (i) are not directed to separating a customer from a service environment, (ii) fail to manipulate a moveable serviceable item, and (iii) do not include elements for receiving custody of an item from customers. For at least these reasons, Wren fails to disclose the service center of the present invention.

\* \* \*

The Examiner argues that it would have been obvious to combine the “features of Wren regarding providing remote services and Schuette...features for providing valet service.” Office Action, Page 4. Applicant respectfully submits that the combination of Wren and Schuette is improper because the two references are incompatible. Wren has no need for any form of valet service because Wren’s system does not manipulate a moveable serviceable item. Wren’s system is designed to facilitate financial transactions, and the valet services of Schuette are wholly irrelevant to conducting financial transactions. Wren offers absolutely no teaching or suggestion that the customer possesses a “moveable serviceable item” to transfer to a valet.

The Examiner notes that valet systems as stores and malls are known, and that is true. It is equally important for patenting purposes, however, that even if Wren’s system is used at a location with a valet, the Wren system is not associated with any customer “seeking services on moveable serviceable items.” This language is part of the independent claims, and the Examiner has not shown that Wren teaches the recitation or invites any combination to a valet service of the prior art.

Furthermore, the valet service of Claims 30 and 41 receives custody of moveable serviceable items from customers, whereas customer’s using Wren’s system never relinquish custody of a moveable serviceable item. As stated by Applicant in the Response and Amendment of April 1, 2009:

Wren, in direct contrast to this recitation, notes that “[t]he primary or only task of the retail sales location in the preferred embodiment is to refer the customer to the equipment at the remote location.” See Wren, col. 19, lines 12–14. Wren, therefore, teaches against any personnel at the remote facility taking custody of anything from a customer. Overall, the Wren system is designed to promote self service with little or no assistance at the remote location. See Wren, col. 9, line 64 to col. 10, line 4. The Wren concept of fully automated self service, with assistance only to guide the customer to the equipment, is directly opposite

from the concept of having a valet take custody of the moveable serviceable item or automobile and move it to a service center.

Therefore, combining Wren and Schuette as the Examiner suggests is improper and indicative of the Examiner's improper use of applicant's disclosure as a "road map" to an obviousness rejection.

The Examiner cites the Heusinkveld reference for its disclosure of a system for contacting and informing a customer of service being performed on an automobile. As an initial matter, the display system of Heusinkveld is not equivalent to the displays at the retail facility of the present invention because Heusinkveld's system is designed to be used by a mechanic at the service facility and transmitting them directly to the consumer or the consumer's computer. The Heusinkveld reference fails to show any way of the consumer completely separating themselves from the service process until the customer chooses to view images at the service center location in the retail facility. Heusinkveld is geared toward "increasing involvement of the consumer in the particular service being offered," and the Applicant gives the consumer the option of completely separating themselves from the service center all together. Therefore, Heusinkveld's display system cannot be cited as disclosing or teaching the displays of the service center of Claims 30, 41, 55 and 69.

The combination of Wren and Heusinkveld is improper. The focus of Heusinkveld is allowing a mechanic to show a customer a particular aspect of the customer's moveable serviceable item. As previously discussed Wren's system is designed to facilitate financial transactions, and does not include facilities for the manipulation of any movable serviceable item. The only motivation for using the system of Heusinkveld in the system of Wren is the Applicant's disclosure. In this regard, the Examiner is again reminded that he must not use the applicant's specification and claims as a "road map" because doing so would constitute improper hindsight.

The Examiner has cited Osterman for its disclosure of a motor vehicle service facility that is underground. Applicant again points out that Wren's system is designed to facilitate financial transactions and does not include manipulation or servicing of any moveable serviceable item. Applicant respectfully submits that there is no reason to combine an underground motor vehicle service facility with a system designed to facilitate financial

transactions. The Examiner has once again engaged in impermissible hindsight by using the Applicant's disclosure as a "road map."

In regard to the independent claims and therefore all dependent claims as well, the Examiner's combination of references is insufficient to defeat patentability.

\* \* \*

#### CONCLUSION

In light of the foregoing amendments and arguments, the Applicant considers the pending claims to be in condition for immediate allowance. The Applicant respectfully requests that the Examiner reconsider the currently standing rejections and issue a favorable response to this submission.

The Applicant files this Amendment and Response with a two month extension of time. If additional fees are required or if credits are due, the Examiner is hereby authorized to charge Deposit Account No. 50-0332.

Respectfully submitted,

/R. Brian Johnson/

R. Brian Johnson  
Reg. No. 45,951

021176  
Summa, Additon & Ashe, P.A.  
11610 North Community House Road  
Suite 200  
Charlotte, NC 28277-2162  
Telephone: 704-945-6715  
Facsimile: 704-945-6735